

1 to year. So you really can't make an assumption that,
2 because you are in it one year, you are in it the next
3 year.

4 Q. Are you eligible for the AMIP program?

5 A. Yes, sir, I am.

6 Q. At the beginning of the fiscal year prior to
7 getting your worksheet, does it ever cross your mind
8 whether you're going to remain AMIP-eligible?

9 A. No, not generally.

10 Q. Why not?

11 A. I guess I keep in contact with my boss enough
12 that I would understand early on if there were going to
13 be changes to the program or changes in my eligibility,
14 but I think I just communicate enough between corporate
15 HR and my boss that I have pretty good visibility to
16 what's going on with the program, and so from year to
17 year I don't expect a lot of changes from a special
18 standpoint.

19 Q. Absent that expectation, you would just assume
20 that you're going to remain eligible, correct?

21 MR. SEEGULL: Objection.

22 A. I think I'm not so naive to think that I'm
23 entitled to it from year to year, but certainly I have an
24 expectation that, as long as I'm performing, I will be



1 part of the plan.

2 I also understand that, at any given point
3 in time, the company could completely change the whole
4 program and, in fact, could do away with it at any
5 particular time to take it to an extreme and that the
6 program is basically at their pleasure.

7 So while, yes, I have an expectation around
8 that, I also understand that I am serving the company at
9 their pleasure and they could change it at any time and
10 that would be the way it was.

11 Q. Do you view the AMIP bonus as part of your
12 salary?

13 A. No, sir. It's not part of my base pay.

14 Q. Do you view it as part of your compensation?

15 A. Yes, sir, it is part of my total compensation.

16 MR. SEEGULL: Tim, do you have a lot more?

17 MR. WILSON: I have a little bit.

18 MR. SEEGULL: Maybe we should just take a
19 break. It's been about an hour.

20 MR. WILSON: Okay. Ten minutes good?

21 MR. SEEGULL: That sounds good.

22 (A recess was taken.)

23 BY MR. WILSON:

24 Q. You ready to start, Ms. Morris?



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1 A. Yes, sir.

2 Q. To your knowledge, were any of the plaintiffs
3 in this lawsuit given notice of their ineligibility for
4 the AMIP bonus program prior to September 11th, 2003?

5 A. I guess my recollection around dates is not
6 precise. So that must have been the date at which these
7 employees were notified. But I have no reason to think
8 that they were given any notice prior to that.

9 Q. The letter that was sent out to these employees
10 notifying them, was that the means of notification for
11 these individuals?

12 A. They should have been spoken to by their
13 manager, as well as the written communication.

14 MR. WILSON: Larry, I would like her to
15 look at document K. It's Bates numbered D-10442.

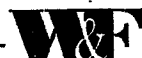
16 MR. SEEGULL: Yes. This is going to be
17 Morris 2?

18 MR. WILSON: Yes.

19 (Morris Deposition Exhibit No. 2 was marked
20 for identification.)

21 MR. SEEGULL: It's a two-page document,
22 correct?

23 MR. WILSON: Yes, it is.
24



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1 BY MR. WILSON:

2 Q. Could you take a moment and read that? Let me
3 know when you're done.

4 A. Okay.

5 Okay. I finished it.

6 Q. Have you ever seen this document before?

7 A. Yes.

8 Q. When did you see it?

9 A. I know I must have seen it at the time that we
10 made this change.

11 Q. Why do you say that?

12 A. Well, because I looked at all those documents
13 at that time.

14 Q. In the top left-hand corner it looks like
15 there's some handwriting that may say "Jo." Is that any
16 reference to you?

17 A. I have no idea.

18 Q. In the second bullet point down, it says, "We
19 have come to a point where it is appropriate and fiscally
20 prudent to realign the AMIP to our business and financial
21 climate."

22 Do you have an understanding as to what
23 "appropriate and fiscally prudent" means?

24 A. Particularly in the business that I run for



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1 CSC, it's all labor-based. So as we look at how to
2 manage our business, we're looking at how to
3 appropriately manage the labor force. The best example
4 of this is during the 1990s when we were going through
5 the dot-com boom, we had a different set of market
6 conditions than we had after the year 2000 when we went
7 into an economic recession.

8 As we looked overall at the labor force and
9 what we needed to do to attract appropriate retention and
10 an appropriate skill base, we certainly understood at
11 that time that we were overcompensating, if you would,
12 across the labor force, and this is one of the actions we
13 took to try to get that compensation back in line with
14 market.

15 Q. Earlier when you said that the employees were
16 supposed to be spoken to by their manager, is this
17 document things that the manager was supposed to cover
18 when speaking with these employees?

19 A. Yes, sir.

20 Q. And the first line there, it says, "Key points
21 to cover during the communication of the change."
22 Correct?

23 A. Right.

24 Q. Is that what it's referring to?



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1 A. Yes, sir.

2 Q. At the third bullet point in italics -- let me
3 back up.

4 Did you participate in putting this
5 document together?

6 A. I reviewed it. I did not contribute to the
7 composition.

8 Q. Who did write it, do you know?

9 A. It would have come from our Human Resources
10 Department.

11 Q. You say you reviewed it. Were you required to
12 approve it, as well?

13 A. No, I don't think I was required to approve it.

14 Q. In the third bullet point in italics it says,
15 "Participation in AMIP is reviewed each year, and there
16 is no guarantee of continued participation in the AMIP
17 program."

18 Is that what it states?

19 A. Yes.

20 Q. Do you have any understanding as to why this
21 part of the document is italicized?

22 A. I have no idea.

23 Q. Why was it important to make this communication
24 to these employees?



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1 A. Are you referencing the third bullet or the
2 total document?

3 Q. No, the third bullet.

4 A. I would assume it was just a reminder to
5 employees that their participation in this program is at
6 the discretion of the company.

7 Q. Was there any concern that employees may not be
8 aware that the participation is reviewed each year and
9 that they may have assumed there was a guarantee of
10 continued participation?

11 A. I don't remember having any specific concern
12 about that.

13 Q. When did you first become aware that people
14 were considering removing some of these employees from
15 the AMIP program?

16 A. Well, when I took the job in May 2003, it was
17 shortly after that that I became aware that there had
18 been a broader discussion around the eligibility of
19 employees in the AMIP program, and now that I was in the
20 position, it was appropriate for me to get involved in
21 that. So we were trying hard to have consistency across
22 the three major business lines that operate North
23 America. So we had a number of discussions to that
24 effect to make sure that we did have consistency in how



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1 we went about making these changes and communicating
2 them.

3 Q. How did you first become aware that this was a
4 consideration?

5 A. You know, I don't remember exactly. I can
6 guess that the Human Resources Department began to speak
7 to me about it.

8 Q. Who made the final decision as to move forward
9 with this?

10 A. It was a joint decision.

11 Q. Between whom?

12 A. It would have been myself and Russell and
13 Tony Doye.

14 Q. Who is Russell?

15 A. Russ Owen.

16 MR. SEEGULL: There's no S on end of his
17 name.

18 MR. WILSON: So I hear. At least I said
19 Tony Doye, though.

20 THE WITNESS: Gus Siekierka was also a --
21 would have been the principal of HR.

22 BY MR. WILSON:

23 Q. Did you raise any issues regarding any concerns
24 you had over this proposed action?



1 A. My main concerns were around consistency in
2 making sure that we were consistent across the three
3 groups, and paid a lot of attention to that.

4 Q. Why was that a concern of yours?

5 A. Because these employees often -- whether it's
6 Russ Owen's group or my group or Tony's group, they often
7 work in the same locations and so I think it becomes
8 problematic if employees become aware that their
9 compensation is different from group to group.

10 Q. Did anybody raise concern that there may be
11 people eliminated from the AMIP program who were actually
12 performing functions that, in reality, should make them
13 eligible for AMIP?

14 A. Yeah, there was certainly some discussion of
15 exceptions to the criteria laid out here.

16 Q. Is that taken into consideration now or was
17 there an across-the-board cut?

18 A. I mean, I can speak most knowledgeably about
19 how I specifically implemented the program for my group.

20 Q. Okay.

21 A. We followed these criteria specifically with
22 regard to labor-grade eligibility. There are sometimes I
23 think exceptions with respect to the actual percentage
24 that an employee may be eligible for based on some unique



1 circumstances in their position, but we're pretty
2 consistent.

3 Q. Were there any other issues raised regarding
4 this proposed action, issues that people were concerned
5 about?

6 A. Well, I think that part of the program is
7 communication, some of the actions we took. For
8 instance, making the senior managers potentially eligible
9 for a discretionary bonus. That was an attempt to kind
10 of bridge the high-performing employees, the financial
11 impact that removal of the program would have.

12 Q. Did anybody raise a concern over the timing of
13 this action specifically informing the people in
14 September and making the action effective in April?

15 A. No, sir. I think it's well-understood that
16 this is -- this program is at the discretion of CSC.

17 Q. Did anybody raise any concern that this action
18 may be illegal?

19 A. No, sir.

20 Q. Do you recall what the payout for fiscal year
21 2004 was in your group?

22 A. No, sir, I do not.

23 MR. WILSON: I may be done. Let me look at
24 some documents here real quick.



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1 Ms. Morris, that's all I have at this time.
2 I appreciate you making yourself available. Mr. Seegull
3 or Mr. Raimo may have some questions for you at this
4 time.

5 BY MR. SEEGULL:

6 Q. Just a few questions.

7 Ms. Morris, are you aware of any employee
8 by name who was ever given a prorata payment after being
9 removed from the AMIP plan midyear?

10 A. No, I can't think of one.

11 Q. You said you could think of some examples of
12 employees not getting AMIP at the end of the year when
13 they were removed during the course of the year. Is that
14 right?

15 A. Yeah, I'm aware of circumstances.

16 Q. Can you tell me some circumstances where that's
17 occurred?

18 A. I can't think of any specific examples at this
19 time. I think I'm just generally aware that that has
20 occurred. I can't think of a specific example.

21 Q. Even though you can't think of names, can you
22 think of situations, whether it's a demotion,
23 termination, a transition to a different position?

24 A. Certainly a termination is a good example of



1 where you would not get your payout if you terminated
2 prior to payout. There are circumstances I think where
3 an employee didn't perform overall at the level that we
4 felt was satisfactory to give them the payout even though
5 they may have technically met the financial criteria. I
6 remember seeing cases where AMIP was paid minimal or not
7 paid, but I can't give you specific names at this point.
8 I see hundreds and hundreds of these. In general, if
9 that happens to a person, they don't stay eligible
10 because -- generally, if they're not performing at a good
11 level, it's an indication that they really shouldn't be
12 in the program to begin with.

13 Q. If you will turn to Morris Exhibit 1, which is
14 the employee total reward guide. If you will turn to the
15 last page of that document. You were asked a number of
16 questions about this document. If you could, could you
17 just read for me the last bullet point in the middle of
18 the page there.

19 A. Under "Eligibility and payout guidelines." "In
20 addition, if an employee participating in AMIP accepts
21 transfer or promotion to a position that does not meet
22 the requirements/criteria for AMIP eligibility, the
23 employee will not be eligible to participate in AMIP."

24 Q. What do you understand that to mean?



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1 A. That, if an employee transfers in the year to a
2 position that's not AMIP eligible, they will no longer be
3 eligible to participate.

4 MR. SEEGULL: If you will just give me one
5 quick moment, Tim. I'd like to confer with my colleague
6 and see if I have anything further.

7 MR. WILSON: Okay.

8 (Discussion off the record.)

9 (A recess was taken.)

10 BY MR. WILSON:

11 Q. Ms. Morris, when is the AMIP bonus earned? Is
12 it earned as you go along during the course of the year
13 or is the AMIP bonus only earned at the end of the year
14 when the financial criteria and other criteria are
15 evaluated against performance?

16 A. It's earned at the end of the year when we
17 understand what the financial performance -- the company
18 understands what its financial performance is. It's
19 evaluated at the end of the fiscal year when we know what
20 the numbers are, basically.

21 MR. SEEGULL: I have no further questions.

22 BY MR. WILSON:

23 Q. Just one quick one.

24 As far as the time at which the bonus is



1 earned, the employee is performing throughout the fiscal
2 year and that performance contributes to the bottom
3 financial line, correct?

4 MR. SEEGULL: Objection.

5 MR. WILSON: You can answer, ma'am.

6 MR. SEEGULL: You can answer.

7 A. Well, yeah. It's assumed that the employee is
8 working toward achieving the goal. So yes, if they're
9 working throughout the year, they should be working
10 toward that goal.

11 Q. And that's why the bonus is prorated, correct?

12 A. No, the bonus isn't paid until you reach the
13 goal.

14 Q. Right.

15 A. If you reach the goal, then it's paid. It's
16 not paid before then.

17 MR. WILSON: Understood. That's all I
18 have, Larry.

19 MR. SEEGULL: No further questions.

20 MR. WILSON: Thank you, Ms. Morris.

21 (Deposition concluded at 3:30 p.m.)

22 - - - - -

23

24



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T E S T I M O N Y

DEPONENT: MARY JO MORRIS

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E X H I B I T S

MORRIS DEPOSITION EXHIBIT NO.

MARKED

1 - A multi-page document Bates numbered

D-10372 through D-10382..... 21

2 - A two-page document entitled,

"AMIP Restructure Briefing"..... 35

ERRATA SHEET/DEPONENT'S SIGNATURE

PAGE 48

CERTIFICATE OF REPORTER

PAGE 49



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REPLACE THIS PAGE

WITH THE ERRATA SHEET

AFTER IT HAS BEEN

COMPLETED AND SIGNED

BY THE DEPONENT



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CERTIFICATE OF REPORTER

STATE OF DELAWARE)

)

NEW CASTLE COUNTY)

I, Kimberly A. Hurley, Registered Professional Reporter and Notary Public, do hereby certify that there came before me on the 8th day of May, 2006, the deponent herein, MARY JO MORRIS, who was duly sworn by me and thereafter examined by counsel for the respective parties; that the questions asked of said deponent and the answers given were taken down by me in Stenotype notes and thereafter transcribed by use of computer-aided transcription and computer printer under my direction.

I further certify that the foregoing is a true and correct transcript of the testimony given at said examination of said witness.

I further certify that I am not counsel, attorney, or relative of either party, or otherwise interested in the event of this suit.

Kimberly A. Hurley
Certification No. 126-RPR
(Expires January 31, 2008)

DATED:



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B-1203

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

BRIAN MILLER, HECTOR CALDERON,)
CHARLES FOLWELL, ROLLAND GREEN,)
DAWN M. HAUCK, KEVIN KEIR,)
ASHBY LINCOLN, KAREN MASINO,) Civil Action No.
ROBERT W. PETERSON, SUSAN M.) 04C-12-127 SCD
POKOISKI, DAN P. ROLLINS, and)
WILLIAM SPERATI)

Plaintiffs;)

v.)

COMPUTER SCIENCES CORPORATION,)
a Delaware corporation,)

Defendant.)

Deposition of NICK WILKINSON taken
pursuant to notice at the Law Offices of Margolis
Edelstein, 1509 Gilpin Avenue, Wilmington, Delaware,
beginning at 10:00 a.m. on Friday, May 19, 2006,
before Ann M. Calligan, Registered Merit Reporter and
Notary Public.

WILCOX & FETZER
1330 King Street - Wilmington, Delaware 19801
(302) 655-0477

B-1204



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B-1205

APPEARANCES:

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MARGOLIS EDELSTEIN

1509 Gilpin Avenue

Wilmington, Delaware 19806

on behalf of the Plaintiffs;

LARRY R. SEEGULL, Esquire

DLA PIPER RUDNICK GRAY CARY

6225 Smith Avenue

Baltimore, Maryland 21209-3600

TYLER B. RAIMO, Esquire

COMPUTER SCIENCES CORPORATION

Legal Department

3170 Fairview Park Drive

Falls Church, Virginia 22042

on behalf of the Defendant.



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B-1206

1 NICK WILKINSON,
2 the witness herein, having first been
3 duly sworn on oath, was examined and
4 testified as follows:

5 EXAMINATION

6 BY MR. WILSON:

7 Q. Good morning, Mr. Wilkinson.

8 A. Good morning.

9 Q. We just met, but once again my name is Tim
10 Wilson and I'm the attorney for the plaintiffs in the
11 case Miller versus Computer Sciences Corporation.

12 I'd like to go over a few instructions
13 before we start just so you understand what's going to
14 go on and things of that nature.

15 A. Okay.

16 Q. I'm going to be asking you questions pertaining
17 to the lawsuit, and when you respond, you must do so
18 verbally. In other words, we don't want head shakes
19 or mm-hmms or things like that because it's hard for
20 the court reporter to take down. As you know, you've
21 just been sworn in. And so you know, your testimony
22 is under oath and you must answer truthfully just as
23 if you were in court.

24 When I ask you a question and you respond



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1 to that question, I'm going to assume that you heard
2 and understood it. If you don't hear or understand a
3 question, let me know and I'll ask it again so that
4 you can understand it.

5 Please let me finish asking the question
6 before you answer and I'll let you finish answering
7 before I ask another question that way we can make the
8 transcript clear.

9 If at any time you come to realize that a
10 statement you made was incorrect or inaccurate let me
11 know and you'll be permitted to clarify the record.

12 You cannot talk or confer with your
13 attorneys during the deposition either in here or
14 during breaks unless it pertains to a matter of
15 privilege.

16 If at any time you need a break to go to
17 the rest room or to smoke a cigarette or whatever,
18 just let me know and we'll accommodate you.

19 Do you understand these instructions?

20 A. I do.

21 Q. Where were you born?

22 A. I was born in England, Sutton-in-Ashfield.

23 Q. What's your birth date?

24 A. February 17, 1962.



1 Q. And your Social Security number?

2 A. Is that necessary?

3 Q. Well, it's not going to be used for any purpose
4 other than if we can't locate you. It's just a means
5 to locate the --

6 MR. SEEGULL: I think he'll be easy to
7 locate.

8 Q. Okay. What is your address?

9 A. Four Squirrel Run -- business address or home
10 address?

11 Q. Home address please.

12 A. Four Squirrel Run -- Squirrel as in bushy tail
13 creature -- Run, Greenville, Delaware, 19807.

14 Q. How long have you lived there?

15 A. Four years in August.

16 Q. You own?

17 A. Yes.

18 Q. Have you ever been arrested?

19 A. No.

20 Q. Did you serve in the military?

21 A. Yes. British military.

22 Q. British?

23 A. The Royal Air Force.

24 Q. The Royal --



1 A. Royal Air Force.

2 Q. And when was that?

3 A. 1980 to 1989.

4 Q. What rank did you hold?

5 A. Flight lieutenant.

6 Q. Does the British military have honorable

7 discharges?

8 A. Yeah. I finished my engagement, yeah.

9 Q. Did you go to college?

10 A. Yes.

11 Q. Where did you go?

12 A. Manchester University.

13 Q. Did you graduate?

14 A. Yeah. Yes. Yes, I did. With a BA in
15 economics, politics, and philosophy.

16 Q. What year?

17 A. 1983.

18 Q. Any honors?

19 A. Yes BA honors, yes.

20 Q. Did you do any graduate work?

21 A. I have an MBA.

22 Q. From?

23 A. The Open Business School.

24 Q. Where is that at?



1 A. It's based in Milton Keynes in the U.K., but
2 it's a distance learning college.

3 Q. How long are you lived in the United States?

4 A. Since December 19 -- 1999.

5 Q. What prompted your move to the United States?

6 A. I made a company transfer for a new position
7 with CSC.

8 Q. Are you presently working for CSC?

9 A. Yes.

10 Q. What is your job title?

11 A. It recently changed, and it was on the card
12 that I gave to the lady here. I can basically -- it
13 is Vice-President Chemicals, Energy, and Natural
14 Resources.

15 Q. You say that changed recently?

16 A. It changed from the effect of our -- from
17 April, yes. Prior to that it was Vice-President and
18 Global Account Executive for Chemicals and Energy. So
19 it didn't change a lot, but it added natural
20 resources.

21 Q. And how long did you hold that position?

22 A. Since July of 2002.

23 Q. In total how long have you worked for CSC?

24 A. Since the 2nd of October 1989. So that's what?



1 17 years? 16 years, six months.

2 Q. What did you do to prepare for today's
3 deposition?

4 A. What did I do to prepare for today's
5 deposition? I read the paperwork.

6 Q. What paperwork is that?

7 A. The case.

8 Q. The complaint?

9 A. Yeah.

10 Q. Okay. Any other documents?

11 A. No documents, no.

12 Q. Did you meet with Mr. Seegull or Mr. Raimo?

13 A. I did, yes.

14 Q. When did you meet with them?

15 A. Monday? Yes, this Monday.

16 Q. For approximately how long?

17 A. Three hours? Yeah, three hours.

18 Q. And the complaint was the only document that
19 you looked at?

20 A. I have to ask a clarification question. By
21 document, do you mean an actual word document or
22 print-outs of other things? What do you mean by a
23 document?

24 Q. Any type of written piece of paper other than



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1 something that your attorney would have prepared on
2 his own. Document such as a printed out e-mail --

3 A. Yes, I did.

4 Q. -- or a memorandum or things of that nature?

5 A. Yes. And I also reviewed my own affidavit.

6 Q. Do you recall what the other documents were
7 that you looked at?

8 A. E-mail correspondence between the plaintiffs
9 and people within CSC.

10 Q. Anything else?

11 A. Copies of paperwork pertaining to the chemical
12 group incentive compensation plan that described the
13 scheme and how it was to be operated, and that's it.

14 Q. Did you review any of the deposition
15 transcripts of any of the plaintiffs in this case?

16 A. No.

17 Q. Did you talk to anybody other than Mr. Seegull
18 or Mr. Raimo to prepare for the deposition?

19 A. No.

20 Q. Have you discussed this lawsuit with anybody in
21 general, not necessarily in preparation for the
22 deposition, just general discussions?

23 A. I've mentioned to colleagues that I am being
24 deposed, yes.



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1 Q. But have you discussed the substance of the
2 lawsuit?

3 A. No.

4 Q. What is your understanding of this lawsuit?

5 A. Can you explain the question?

6 Q. What do you perceive as the cause of action
7 that the plaintiffs are bringing in this case against
8 CSC?

9 A. Well, I think I understand that they wish CSC
10 to reinstate their incentive compensation scheme for
11 the period of the financial year in which they -- they
12 claim that they were entitled to it.

13 Q. Do you understand that they are alleging that
14 the AMIP program was removed retroactively from them?

15 MR. SEEGULL: Objection. Lack of
16 foundation.

17 Q. You can answer.

18 A. I do understand that that's what they are
19 claiming, yes.

20 Q. Do you currently participate in the AMIP bonus
21 program?

22 A. I do, yes.

23 Q. And so you have an understanding as to what
24 that program is?



1 A. I do, yes.

2 Q. Can you tell me what your understanding is?

3 A. It's more than my understanding. I get a form
4 that lays out the terms in which I participate. I
5 have received that for the new fiscal year that we
6 have just started and it basically -- the AMIP program
7 is to incentivize -- you know, the title means annual
8 management incentive program. It is to incentivize my
9 performance and the performance of people I manage to
10 achieve business results for the company. If we meet
11 the targets measured on an annual basis, we get more
12 money.

13 Q. And you say you've already received your sheet?

14 A. Yes.

15 Q. That sheet, does that set forth the goals --

16 A. Yes.

17 Q. -- that you meet?

18 A. And the amount of money that, if we meet those
19 goals, that I will get paid at a point in the future,
20 yeah.

21 Q. And do you always get that sheet at this time
22 of year approximately at the beginning of the fiscal
23 year?

24 MR. SEEGULL: Objection. Mischaracterizes



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1 the record. Lack of foundation. Go ahead.

2 Q. When do you normally get that sheet?

3 A. It's varied. Sometimes it's been later in the
4 year in the fall. Typically I would say maybe --
5 maybe October, November time. Sometimes it's been in
6 the first quarter. It's really dependent on how the
7 company -- what else has been going on in the company,
8 how certain the company is of the things that it needs
9 to achieve for the year, and also how early in the
10 year the budget process for the year has been
11 finalized.

12 Q. Do you have an understanding as to when those
13 goals are supposed to be established under the AMIP
14 program?

15 A. Well, the goals are something that's CSC's
16 decision. The company is -- in some cases the goals
17 get adjusted as late as -- you know, late in the year
18 if something new comes up that the company wants to
19 have done.

20 Many of the goals are financial
21 objectives. But they are things that the company
22 wants us to achieve over the course of the year and
23 achieve by the end of year. So the logical sequence
24 of events is to set the budget, financially set the



1 goals, and then set performance, personal objectives
2 to achieve those goals. Sometimes those things have
3 to be adjusted during the course of the year as
4 performance varies.

5 Q. But my question is, to your understanding, is
6 there a policy as to when they are supposed to be
7 established, not actually when it has been in practice
8 but when it's supposed to?

9 A. I'm not aware that there is a policy of that,
10 no.

11 MR. WILSON: I'd like to have this marked
12 as Wilkinson 1.

13 (Wilkinson Deposition Exhibit 1 was marked
14 for identification.)

15 BY MR. WILSON:

16 Q. Mr. Wilkinson, you can take your time to look
17 over this entire document.

18 A. Okay.

19 Q. I will tell you that my questioning at this
20 time is going to be on IV on the second page, but you
21 can read the whole thing if you want.

22 MR. SEEGULL: Why don't you let him read
23 the whole thing?

24 MR. WILSON: Okay.



1 A. You had a specific question for me on IV?

2 BY MR. WILSON:

3 Q. Yes. The first paragraph beside IV states,
4 "Awards shall be based on the achievement if
5 preestablished annual financial and individual
6 performance goals as determined by each participant's
7 immediate supervisor at the beginning of each award
8 year."

9 Is that what that says?

10 A. Yes.

11 Q. If you look at the first page, under
12 definitions in G, "'Award year' means fiscal year of
13 the company over which the performance of participants
14 and the company is measured for the purpose of
15 determining the annual incentive award earned, if
16 any."

17 A. Yeah. That's what it says.

18 Q. Reading those two paragraphs together, would
19 that not lead to you believe that the goals are to be
20 established at the beginning of the fiscal year?

21 MR. SEEGULL: Objection. You've laid no
22 foundation. You haven't even asked him whether he's
23 ever seen this document or whether he knows what this
24 document is.



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1 Q. Have you seen the document before?

2 A. No.

3 Q. Can you answer my previous question?

4 MR. SEEGULL: If he hasn't seen the
5 document before, how does he know what it is? What
6 it's referring to?

7 MR. WILSON: I will represent to him that
8 this was produced in your document production and it's
9 Computer Sciences Corporation Annual Management
10 Incentive Plan.

11 MR. SEEGULL: Dated April 2nd, 1983?

12 MR. WILSON: Yes.

13 MR. SEEGULL: Six years before he got to
14 the company?

15 MR. WILSON: Yes.

16 MR. SEEGULL: What is it you would like to
17 ask?

18 MR. WILSON: I'm trying to jog his memory
19 as to when the goals are to be established.

20 MR. SEEGULL: He's already answered that
21 question.

22 MR. WILSON: I know. I'm trying to
23 refresh his memory.

24 MR. SEEGULL: You are trying to refresh



1 his memory on a document that was produced six years
2 before he came to the company?

3 MR. WILSON: Yes.

4 A. I have not seen the document before.

5 BY MR. WILSON:

6 Q. I don't doubt that, but based on these two
7 paragraphs, does that make you recollect when the
8 goals were established?

9 MR. SEEGULL: Are you asking, does this
10 change his answer about when he received the goals?

11 MR. WILSON: I'm asking what I'm asking.
12 If he doesn't understand the question, he can tell me
13 he doesn't understand the question.

14 THE WITNESS: Okay.

15 MR. SEEGULL: I'm going to object again.
16 If you understand his question and if you can answer
17 it or if it changes your answer, go ahead.

18 A. I think I can answer the question in two ways.
19 The management incentive plan is there to incentivize
20 the employees who participate to get the results out
21 of the fiscal year that the company wants to get.

22 MR. SEEGULL: Hold on. He's asking you --

23 MR. WILSON: Larry --

24 MR. SEEGULL: -- when you --



1 MR. WILSON: You can't coach him.

2 MR. SEEGULL: I'm not coaching. You asked
3 him --

4 MR. WILSON: I think you are. You are
5 interrupting him when he's answering the question,
6 Larry. Please let him finish the question.

7 MR. SEEGULL: Hold on. He is not
8 answering the question.

9 I would like the question repeated.

10 THE WITNESS: Okay. Can you repeat the
11 question, then?

12 MR. WILSON: Can you read the question
13 back, please?

14 (Record read.)

15 MR. SEEGULL: I'm going to object. It
16 calls for speculation as to the interpretation of a
17 document that he did not draft and that he was not
18 present for. It's an unfair question. You're asking
19 him to speculate as to what it means. I think you
20 know that's an unfair question.

21 MR. WILSON: I'll ask the question again.

22 BY MR. WILSON:

23 Q. Does reading these two paragraphs make you
24 recollect or jog your memory as to when the goals are



1 to be established?

2 MR. SEEGULL: Well --

3 A. No.

4 Q. Okay. So it's your testimony that the goals
5 are not supposed to be established at the beginning of
6 the fiscal year?

7 MR. SEEGULL: He's given you his answer.
8 Objection. Asked and answered.

9 MR. WILSON: You can answer my question.

10 MR. SEEGULL: He told you there was no set
11 time.

12 MR. WILSON: He can answer the question.

13 MR. SEEGULL: He told --

14 MR. WILSON: I know what he said.

15 MR. SEEGULL: Then, if you know what he
16 said, then you don't have to ask it again, Tim.

17 MR. WILSON: I'm asking a different
18 question.

19 MR. SEEGULL: No. I think you are asking
20 the same question again.

21 MR. WILSON: Larry, let me ask my
22 questions. Okay?

23 MR. SEEGULL: Go ahead. Answer again.

24 A. The goals that are set -- the AMIP is there to



1 achieve goals that the company wants us to achieve.
2 They vary during the course of the financial year.
3 That -- it says that in here. The paragraph two
4 down --

5 MR. SEEGULL: If you've answered the
6 question, you don't need to go on.

7 MR. WILSON: Larry, you can't stop him in
8 the middle of an answer.

9 MR. SEEGULL: If he's answered the
10 question -- go on.

11 MR. WILSON: You cannot stop him in the
12 middle of an answer.

13 MR. SEEGULL: Go ahead. Go on.

14 BY MR. WILSON:

15 Q. Please finish your answer.

16 A. It says it two down that the goals can vary
17 throughout the course of the year.

18 MR. WILSON: You know, Larry. This is
19 wrong. You can't be interrupting your client in the
20 middle of an answer and telling him what to do.

21 MR. SEEGULL: I'm not telling the witness
22 what to do.

23 MR. WILSON: You are. He was answering.

24 MR. SEEGULL: I'm asking --



1 MR. WILSON: For the record, he was
2 answering. You grabbed the document out of his hand
3 and put it in the middle of the table.

4 MR. SEEGULL: I'm asking you to move on.
5 You've asked him again and again. He has answered
6 your question. You are asking him to opine on a
7 document that predates him by six years.

8 MR. WILSON: I am not --

9 MR. SEEGULL: This is a busy senior
10 executive of the company. We told you he has no
11 personal knowledge related to this case. I gave you
12 an affidavit where he testified he had no personal
13 knowledge related to the key facts of this case. I
14 asked you before this deposition, are you going to ask
15 him important questions related to this case? I said
16 I don't think you are. I don't think you're going to
17 cover territory that that's relevant because of what
18 he's already testified to. You said, no, it's going
19 to be -- I think we need to go ahead with the
20 deposition. I'm going to keep it pretty narrow. And
21 now you're asking him to opine on a document that
22 predates his time with the company by six years.

23 MR. WILSON: I'm asking him of his
24 understanding, and I used the document to try to jog



1 his memory.

2 MR. SEEGULL: How can a document that he's
3 never seen before jog his memory?

4 MR. WILSON: Because -- Larry, if he's so
5 busy and you want to get out of here, let him answer
6 the question and we'll move on.

7 MR. SEEGULL: Ask him about his time at
8 the company. That's what I'd ask you to do.

9 MR. WILSON: Larry, I'll ask him whatever
10 I want to ask him.

11 MR. SEEGULL: If you are going to start
12 asking him about things that predate his time at the
13 company, this is going to be a very short deposition.

14 MR. WILSON: I'm not asking him about
15 things that predate his time with the company.

16 MR. SEEGULL: Good, then move on.

17 MR. WILSON: Could you ask the question
18 again or read back the question again?

19 (Record read.)

20 A. It's my testimony that the goals are
21 established several times, can be varied several times
22 during the fiscal year depending on what the company
23 wants to achieve.

24



1 BY MR. WILSON:

2 Q. But to your recollection, there is no set time
3 where they are supposed to be set?

4 MR. SEEGULL: Objection. Asked and
5 answered. Go ahead. Answer again.

6 A. No.

7 Q. And the AMIP program follows CSC's fiscal year,
8 correct?

9 A. That's correct, yes.

10 Q. And is that from approximately April 1st
11 through March 31st?

12 A. It was from exactly April 1st to March 31st.

13 Q. Can you tell me how AMIP bonuses are
14 calculated?

15 MR. SEEGULL: Objection, vague and
16 ambiguous. Go ahead. You can answer.

17 A. How they are calculated? It's a mathematical
18 process in the form of an Excel spread sheet.

19 Q. Are numbers for different things such as
20 earnings accumulated throughout the year and added up
21 to see if you achieve the goals?

22 A. No. It's an annual target.

23 Q. What do you mean by an annual target?

24 A. What I mean by an annual target is there an



1 annual earnings per share target in my form -- I can't
2 talk for everyone else's form, but I know in my form
3 there's an annual earnings per share target. And we
4 are measured against that annual target. There's
5 no -- no build up of that. It's one number.

6 Q. But the numbers are accumulated throughout the
7 year, throughout the fiscal year?

8 A. Not on the AMIP, no.

9 Q. When are they?

10 A. Can I add to that by way of illustration for
11 this fiscal year?

12 Q. Sure.

13 A. Next week on Tuesday -- I believe it's on
14 Tuesday -- the company will announce its annual
15 earnings for the fiscal year that we finished in
16 March. At that point, we will then be able to
17 calculate the AMIP amounts against that target for
18 people entitled to the AMIP.

19 Q. But the earnings come there throughout the
20 fiscal year, correct?

21 A. The company makes profits throughout the fiscal
22 year.

23 Q. Okay.

24 A. But the earnings -- the annual earnings per



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1 share is an annual earnings per share.

2 Q. For individuals who are not in the AMIP program
3 for an entire fiscal year, are their AMIP bonuses
4 prorated?

5 A. No. I don't believe they are. If somebody
6 quits, leaves, they are not entitled to anything.

7 Q. If somebody is added halfway through the year,
8 are they entitled to anything?

9 A. That is a two-part answer.

10 Q. Okay.

11 A. They are entitled to participate in the scheme
12 for the period in which they've been with the company.
13 So if, let's say, they join six months in the way
14 through, the maximum they can earn is 50 percent of
15 the total amount that they could get as AMIP. The
16 targets against which they are measured are the annual
17 targets that everyone was given.

18 Q. Why is it you stated that, if you're removed
19 from the program, you're not entitled to anything, why
20 is that?

21 A. Those are the rules.

22 Q. And where are the rules? Have you seen the
23 rules?

24 MR. SEEGULL: I'm sorry. I don't know



1 that he finished his answer to the last question. Did
2 you finish your answer to the last question?

3 THE WITNESS: What? About that's the
4 rules?

5 MR. SEEGULL: He asked you where are the
6 rules.

7 A. The rules are in the documentation around the
8 plans. The rules are in -- in terms of -- I'm
9 guided -- I ask HR. So if somebody leaves the
10 scheme -- leaves the company throughout the year, as
11 far as I understand it from my HR professionals, that
12 they don't get anything.

13 Q. So you haven't actually read anything that
14 actually says that?

15 A. I don't recall reading it, no.

16 Q. It's just your understanding?

17 A. Yes. We did have an employee left the company
18 midway through the year to see -- who was a
19 participant in the scheme and he walked away. That's
20 the risk you run if you leave the company in the
21 middle of the year.

22 Q. Do you have an understanding as to why, if
23 somebody comes in halfway through the year, they only
24 get a portion of the AMIP bonus?



1 A. Because they didn't work for the company up
2 until that point. How could they have contributed to
3 the whole thing if they weren't working for us?

4 Q. So it's based on contribution?

5 A. Based on employment with the company.

6 Q. And participation in the program is supposed to
7 be evaluated annually, correct?

8 A. Participation in the program is supposed to
9 be -- yes.

10 Q. Are you notified every year that you are
11 participating in the program?

12 A. Yes.

13 Q. Who notifies you?

14 A. I receive a letter from the president of the
15 technology management group telling me that I'm a
16 participant in the program and the level and
17 subsequently I achieve -- receive a worksheet
18 detailing the components for me.

19 Q. When did you normally receive the letter?

20 A. At the annual -- you know, the leaders
21 conference which takes place a few days after Memorial
22 Day. So it's typically the last week in May.

23 Q. So you get a letter like this every year?

24 A. Yes.



1 Q. If someone is to be added to the program, are
2 they notified immediately? For instance, if the
3 person comes in half way through the year?

4 A. If they are a new recruit, then they are
5 notified as part of their joining activity.

6 Q. If someone is removed --

7 A. If they were a promotee, then they'll get told
8 that as part of their paperwork to be promoted.

9 Q. If someone is removed, are they to be notified
10 immediately?

11 A. If someone had previously been notified that
12 they were in and now are being told that they're out,
13 yes, they should be notified immediately.

14 Q. Once you're deemed eligible for AMIP, does your
15 participation continue until you're notified that
16 you're no longer eligible?

17 A. No. It's an annual scheme.

18 Q. People who are not going to be participating
19 for the fiscal year, should they be notified in the
20 same way that the people that are notified that they
21 are going to be participating?

22 MR. SEEGULL: Objection. Vague.
23 Ambiguous, speculation.

24 A. I don't understand your question.



1 Q. You stated that you get a letter every year
2 telling you that you're participating.

3 A. Yes.

4 Q. If people are removed, do they get a similar
5 letter saying you're not participating this year?

6 MR. SEEGULL: Objection. Speculation.

7 MR. WILSON: It's not speculation.

8 A. I don't know. I don't know. I've never been
9 removed from the program.

10 Q. Is the AMIP bonus part of your salary?

11 A. No.

12 Q. What is it if it's not salary?

13 A. It's an incentive plan to insure that I produce
14 the best possible results for CSC at the end of the
15 year that I can.

16 Q. Do you earn the bonus?

17 A. Do I?

18 Q. Do you earn it?

19 A. What do you mean by earn it? Have I been paid
20 it?

21 Q. No. Do you earn it in terms of do you work for
22 it?

23 A. Yeah. I work my thingies off for it.

24 It is a -- it's an incentive plan.



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1 Q. Did any of the plaintiffs in this lawsuit work
2 for you or work under you?

3 A. None of them were directly in my organization
4 at the time they made this case.

5 Q. As of September 11th, 2003, did any of them
6 work for you?

7 A. Not -- none of them were directly in my
8 organization, no.

9 Q. Did you feel sympathetic to the people that
10 were being removed from the program?

11 MR. SEEGULL: Objection. Vague and
12 ambiguous.

13 A. I was concerned about the changes, what effect
14 the change would have on my performance, myself, and
15 my team and our relationship with our customers.

16 Q. What were your concerns?

17 A. My concerns were around the motivation of those
18 employees, attrition, potential attrition, and the
19 fact that many of them -- several of them had close
20 relationships with our clients and that that -- that
21 the effect on their morale would cause a deterioration
22 in our revenues and in our relationship with our
23 customers.

24 Q. Did you ever speak to anybody about the



1 possibility of creating your own program similar to
2 AMIP or using some of the account money in your
3 department to fund payments made to some of these
4 people that were affected.

5 MR. SEEGULL: Objection. Compound
6 question.

7 A. Can you --

8 Q. Did you ever speak to anybody about the
9 possibility of creating your own programs similar to
10 the AMIP for the people that were affected?

11 A. No.

12 Q. Did you ever consider using some of the account
13 money in your department to fund payments for these
14 people that were affected?

15 MR. SEEGULL: I'm sorry. Can you read the
16 question, please?

17 THE WITNESS: I don't --

18 MR. SEEGULL: Hold on. I need to hear the
19 question again.

20 (Record read.)

21 A. No.

22 Q. Did you ever have any discussions with anybody
23 about setting up any type of program to compensate
24 these individuals that were affected?



1 MR. SEEGULL: Can you repeat the question,
2 please?

3 (Record read.)

4 A. Can you define what you mean by these
5 individuals that were affected, please?

6 BY MR. WILSON:

7 Q. The individuals that had been removed from the
8 AMIP program in the middle of the year.

9 A. No, I didn't.

10 Q. Did you think it was fair to remove these
11 individuals in the middle of the year?

12 A. As I have previously said, I was very concerned
13 about the impact that these changes would have on my
14 relationship with my customers and my revenue. I
15 wasn't in a position to judge whether it was fair or
16 not.

17 Q. You didn't participate in the decision to
18 remove these people from the AMIP program, did you?

19 A. No, I didn't.

20 Q. Did anybody make any statements to you with any
21 concerns about removing these people in the middle of
22 the fiscal year?

23 MR. SEEGULL: I'm sorry. Can you read the
24 question?



1 (Record read.)

2 A. No.

3 BY MR. WILSON:

4 Q. Did anybody state to you that they thought it
5 might be illegal?

6 A. No.

7 Q. Do you recall what the payout for fiscal year
8 2004 was for the chemical group?

9 A. Off the top of my head, no.

10 Q. Was it greater than 50 percent?

11 A. Yes.

12 Q. Greater than 75 percent?

13 A. Yes.

14 Q. Greater --

15 A. I believe it was, but I would have to go back
16 and check. There isn't -- let me clarify. There is
17 no such thing as a payout for the chemical group.
18 There's payout on AMIP to the individual performer for
19 individuals who were participants in the scheme. So I
20 can only really answer on the basis of what my payout
21 was.

22 Q. So there would be -- some of the objectives
23 would be group-wide and then there are individual
24 objectives that would change the payouts, is that



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1 correct?

2 A. Indeed.

3 Q. So the only fluctuations would be in the
4 individual portion of the calculation?

5 A. No. In some cases the actual financial matrix
6 varies depending on the activity that an individual is
7 actually responsible for.

8 MR. WILSON: Mr. Wilkinson, that's all the
9 questions I have for you right now.

10 THE WITNESS: Okay.

11 MR. WILSON: I appreciate you coming in.
12 Your attorney may have some questions.

13 MR. SEEGULL: No. No questions. Thank
14 you.

15 You have the right to review the
16 transcript to make sure that it was taken down
17 accurately, or you can waive that right. It is up to
18 you. I think you might want to read it.

19 THE WITNESS: Okay. Sure. I would like
20 to do that.

21 (Deposition ended at approximately
22 10:30 a.m.)
23
24



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NICK WILKINSON

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Examination by Mr. Wilson

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INDEX TO EXHIBITS

WILKINSON DEPOSITION EXHIBIT NO.

PAGE

1 Computer Sciences Corporation Annual

Management Incentive Plan, April 2, 1983

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REPLACE THIS PAGE

WITH THE ERRATA SHEET

AFTER IT HAS BEEN

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BY THE DEPONENT.



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State of Delaware)
)
New Castle County)

CERTIFICATE OF REPORTER

I, Ann M. Calligan, Registered Merit Reporter and Notary Public, do hereby certify that there came before me on the 19th day of May, 2006, the deponent herein, NICK WILKINSON, who was duly sworn by me and thereafter examined by counsel for the respective parties; that the questions asked of said deponent and the answers given were taken down by me in Stenotype notes and thereafter transcribed by use of computer-aided transcription and computer printer under my direction.

I further certify that the foregoing is a true and correct transcript of the testimony given at said examination of said witness.

I further certify that I am not counsel, attorney, or relative of either party, or otherwise interested in the event of this suit.

Ann M. Calligan, RMR
(Certification No. 186-RPR)
(Expires January 31, 2008)

DATED: May 23, 2006



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1 details -- and that was it. Nothing else. You would not
2 know my performance.

3 Q. She was not your manager?

4 A. No.

5 Q. So she was like an administrative person?

6 A. It was called my manager, though. I would
7 report through her.

8 Q. You did?

9 A. Yes.

10 Q. During these conversations with Mary, she would
11 tell you, well, the categories are changing this year, or
12 you didn't discuss categories?

13 A. We did, and the categories were always the
14 same. The categories -- and I was looking at that last
15 night because I do have at least two -- it was the same
16 paper every year, same categories, customer satisfaction,
17 business ethics. There were two of them, but there were
18 five or six. So the categories would always be the same.
19 Now, how much weight they would give to each one, that
20 would change every year.

21 Q. But some years different corporate financial
22 objectives were measured, correct?

23 A. Correct. And that was one category, financial
24 objective. That was one category.



1 Q. The category, that's what you mean by category.

2 A. In the discussion we would say, hey, we don't
3 have any control over that, just keep doing what you're
4 doing, we don't have nothing to do with that. If the
5 company as a whole met, then we get 100 percent. If the
6 company did not meet that, then we get 85 percent of the
7 total, you know, weight of that category.

8 Q. Within the category of financial performance,
9 there might be different factors that were used. Some
10 years return on investment was used?

11 A. I have no idea what went into that formula.

12 Q. So you don't know the details of how the
13 formula was calculated at all for any of the years?

14 A. No idea.

15 Q. Do you know that the factors changed year to
16 year?

17 A. Yes.

18 Q. But you just don't know what the factors were?

19 A. Correct.

20 Q. That's on the category of financial
21 performance. There were other categories of individual
22 performance, I gather?

23 A. Yes. And those would be --

24 Q. Or group performance?



1 A. Both.

2 Q. And within those categories, did you know the
3 details or you didn't know the details of those
4 categories, either?

5 A. Those categories, yes. Those are very
6 important because those were supposed to go -- supposed
7 to affect my increases. So those were very important to
8 me. However, the way CSC filled those categories, they
9 sent a memo. I have the memo from this week. It says
10 these are your objectives for last year, copy and paste,
11 and hurry up. I just got one yesterday for this past
12 year.

13 Q. In other words, the individual performance
14 objectives or the group performance objectives were just
15 sort of the normal group performance --

16 A. Yes.

17 Q. -- that was unique to AMIP about those
18 objectives?

19 A. Correct. They were separate. They were
20 separate. AMIP was one thing and increase was another.

21 Q. Let me see if I understand, though. Give me
22 some examples of what the performance objectives were.

23 A. My performance objectives would be --

24 Q. Customer satisfaction?



823

1 A. Yes. Really stupid. I'm sorry. Tell you one
2 example. It would be put your time on time -- put your
3 time on time every week.

4 Q. Time entry?

5 A. Yes. Okay. Go to meetings. Okay. Like 10 or
6 12 like that. I did that.

7 Q. So those were the normal performance objectives
8 that you would have to meet just as part of doing your
9 job?

10 A. Yes.

11 Q. And those were the same objectives that were
12 used for the individual performance goals within AMIP?

13 A. No. AMIP were totally different.

14 Q. I'm not talking about the financial objectives.
15 I'm talking about the individual performance objectives.

16 A. They were different.

17 Q. Tell me what were the ones for AMIP.

18 A. The ones I just described were related to my
19 performance for my increases. That's one thing. Totally
20 different subject, AMIP.

21 AMIP, we would get a table, looked like a
22 table, and they would have categories, more specific
23 categories, that we as a company would need to meet.
24 Nothing that I had to do specifically.



1 Q. You're talking about the return on investment?

2 A. Yes, but there were also customer satisfaction,
3 a category for customer satisfaction and another category
4 for business ethics, and I can't remember the other
5 categories, but there were specific categories that had
6 nothing to do with the other.

7 Q. Did you get that in writing?

8 A. Sure.

9 Q. You would get that at the end of the year or
10 the middle part of the year?

11 A. Both.

12 Q. Your manager Mary would give you a written
13 document sometime in this October-to-December time frame
14 with written AMIP objectives.

15 A. Yes.

16 Q. And that was every year you would get that?

17 A. Every year.

18 Q. Those were specific objectives to AMIP you're
19 saying?

20 A. Yes.

21 Q. Apart and on top of your normal objectives?

22 A. Yes.

23 Q. And that would be for the fiscal year that you
24 were already in and you would have to work towards those



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1 in order to be eligible for the AMIP?

2 A. Correct, yes.

3 Q. I think it's clear, but I want to make sure.

4 The actual payment of the AMIP bonus would occur in what,
5 the June time frame?

6 A. Yes.

7 Q. And that would be the June following the close
8 of the fiscal year?

9 A. Yes -- no. It would be the same time period,
10 April through March. It was just that I would get it
11 late. We would get it a couple months late.

12 Q. A couple months after the close of the fiscal
13 year?

14 A. Yes.

15 Q. Just as an example, you might receive a payment
16 in June 2003 or May 2003 and that payment would be for
17 the AMIP bonus for the prior fiscal year?

18 A. Yes.

19 Q. If you receive a payment in May of 2003, that's
20 for the AMIP period of April 1, 2002, through March 31,
21 2003?

22 A. Yes.

23 Q. That would be because the company would need
24 time to calculate whether or not it had achieved and

